of the house rented by her and used as a home for W and H); *Commissioners of Excise* v. *Keller,* 20 How. Pr. 280 (*semble*). 2. The husband has power to regulate his household, and his liability is absolute if he fails to prevent his wife from making an illegal use of the home. *Commonwealth* v. *Barry,* 115 Mass. 146 (H owned the house, but W was carrying on the business in her own name and violated the liquor statute); *Commonwealth* v. *Wood,* 97 Mass. 225 (W owned the house used as a home, and conducted therein the business of prostitution); *Commonwealth* v. *Kennedy,* 119 Mass. 211 (H and W owned the house, and W conducted a hotel and sold liquor in a part of it); *State* v. *Rozum,* 8 N. D. 548. 3. If the husband has knowledge of the fact that his wife is making an illegal use of the family dwelling-house he is bound to use *reasonable means* to prevent her acts. *Commonwealth* v. *Walsh,* 165 Mass. 62 (W used a part of the house as a store and made illegal sales of liquor). Where a wife acts as agent for her husband in a business not connected with the home, and violates the liquor law, the husband is not liable unless the illegal acts were done with his knowledge and consent. *Seibert* v. *State,* 40 Ala. 60. Also, *State* v. *Pisaniello,* 88 N. J. Law 262 (sale of liquor to a minor). The principal case adopts the *third* rule, and, consistent with the cases holding the husband liable even in the absence of coercion, reasons that the common-law right of the husband to regulate and control his own household imposes upon him a duty to use all "reasonable means" to prevent the commission of this class of illegal acts by his wife. The cases have not decided or suggested how far he must go before he has discharged the duty of using "reasonable means." Danger of exposing the wife to a criminal prosecution inheres in any active measures which the husband might take to prevent her criminal activities. With this consideration, it is submitted that domestic tranquility and social welfare are best secured by applying the *first* rule whenever the facts are similar to those in the principal case.

INJUNCTIONS—LABOR UNIONS—"CHECK-OFF" SYSTEM.—A conspiracy was formed between the coal mine operators of the Central Competitive Field (Western Pennsylvania, Ohio, Indiana, and Illinois) and their miners (members of the United Mine Workers of America) to coerce mine operators of the Williamson District (West Virginia and Kentucky) into unionizing their mines. The result of such action would have been to raise the price of the Williamson District product so that it could not compete with the Central Competitive Field through interstate commerce. To accomplish their design the United Mine Workers sent into West Virginia over two and a half million dollars, and a veritable state of war existed until the President was forced to send troops into the state to quell the disturbances. Union funds were raised by means of the "check-off" system. Under this system assessments are taken from the wages of the miners by the operators and paid by them to the Union. Plaintiff, a non-union operator in the Williamson District, obtained a temporary injunction, enjoining, *inter alia,* the raising of money by means of the "check-off." 275 Fed. 871. On appeal it was *held,* that this phase of the injunction should be modified, that the operation

of the "check-off" system should not have been enjoined. It was held proper, however, to enjoin the sending of money into West Virginia to be used in aiding or promoting the unlawful acts. *Gasaway* v. *Borderland Coal Corporation,* U. S. C. C. A., 7th Ct., Oct. Term, 1921.

The reasoning of the court seems to be that, conceding the "check-off" to be one of the elements in the chain of causation which resulted in the injury, it would have been innocuous had it not been for the immediate interfering acts. Since these unlawful acts have been enjoined it is not necessary to enjoin the "check-off" system itself. Having enjoined the proximate causes of the injury, the court refuses to extend the remedy to a more remote cause. An injunction should be no broader than the necessities of the case require. *Norfolk Southern R. Co.* v. *Stricklin,* 264 Fed. 546; *Rider* v. *York Haven W. and P. Co.,* 242 Pa. 141. But the court should grant all the relief which the facts demand. In the principal case it would seem that that part of the injunction which prohibits the sending of money to aid unlawful acts would be difficult to enforce. Violations of it would be very difficult to detect and hard to stop. It would be more feasible to enjoin the source of these wrongful occurrences, the "check-off" system. A lawful issue of bonds has been enjoined when the proceeds were to have been used for an unlawful purpose. *Town of Afton* v. *Gill,* 57 Okl. 36; *Bates* v. *City of Hastings,* 145 Mich. 574. However, these cases may be distinguished from the principal one in that in them all of the money so raised was to be used unlawfully, while in the principal case only a part of it was probably so used. But in *Seastream* v. *New Jersey Exhibition Co.,* 67 N. J. Eq. 178, Sunday baseball games were enjoined because the crowd drawn by them was a nuisance to neighboring property owners, and stopping the cause was the only effectual way of abating the nuisance. See also *Walker* v. *Brewster,* L. R. 5 Eq. 25; *Bellamy* v. *Wells,* 39 W. R. 158. The doctrine of these cases is applicable in the principal case. It is true that, upon the motion for preliminary injunction, the balance of convenience might justify refusal of the relief. Yet, the district court having granted the relief, it would seem that there was not such an abuse of discretion as to warrant reversal.

INSURANCE—ACCIDENT—PROVISION FOR FORFEITURE IN CASE OF CREMATION WITHOUT NOTICE.—In an action on an accident insurance policy which contained a provision that in the event of death by accidental means the policy would be forfeited if the insured was cremated without first giving the company seven days' notice, it was *held,* by a divided court, three to three, that the provision was unreasonable and would not be enforced. *Kroner* v. *Order of United Commercial Travelers of America* (Wis., 1921), 184 N. W. 1037.

An insurance policy is a contract between the parties thereto, and in general the rules established for the construction of written instruments apply to contracts of insurance. *Liverpool, etc., Ins. Co.* v. *Kearney,* 180 U. S. 132; *Continental Ins. Co.* v. *Kyle,* 124 Ind. 132. While forfeitures in such policies are never favored, and ambiguous provisions are construed